

SETTLEMENT AGREEMENT

This Settlement Agreement between the Department of Children and Families ("Department") and [REDACTED] is entered into this ____ day of August 2016.

WHEREAS, on May 8, 2016, a Final Order revoking [REDACTED] Foster Care License was entered approving and adopting as modified the Recommended Order entered by an administrative law judge with the Division of Administrative Hearings ("DOAH") on February 17, 2016 in the case assigned DOAH case number [REDACTED]

WHEREAS, [REDACTED] filed an appeal of the Final Order to the Third District Court of Appeal, which has been assigned Case No. [REDACTED]

WHEREAS, in consideration of the cost and uncertainty of continued litigation, [REDACTED] it is agreed that settlement on mutually agreed upon terms is otherwise in the best interest of the parties; and

WHEREAS, in consideration of the promises made herein, [REDACTED] is agreeable to dismiss his appeal as detailed herein.

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitations are reasonable and accurate and are incorporated herein.
2. Concurrently with the execution of this Settlement Agreement, [REDACTED] will execute the Notice of Voluntary Dismissal of the Third District Court of Appeal Case [REDACTED] as the Parties have settled this matter on the form attached hereto as Exhibit "A". [REDACTED] authorizes the Department to promptly file on his behalf this executed Notice of Voluntary Dismissal.
3. Within ten (10) calendar days of the execution of this Settlement Agreement, [REDACTED] will submit a completed initial application for a foster care license to Ourkids of Miami-Dade/Monroe, Inc. ("Ourkids"). If Ourkids determines the submitted application is incomplete, [REDACTED] will be provided written notice and will have five (5) business days to submit the requested documents.
4. Department will issue a foster care license within 30 calendar days of the receipt of a complete application for a foster care license and following confirmation that [REDACTED] meets all statutory and administrative rule requirements to hold a foster care license.
5. This initial foster care license will be child specific and only for [REDACTED]; will be retroactively effective from October 1, 2015 through September 30, 2016.
6. [REDACTED] will timely submit a complete renewal application for a foster care license no later than [NEED DATE]. If Ourkids determines the submitted renewal application is [REDACTED]

incomplete. [REDACTED] will be provided written notice and will have five (5) business days to submit the requested documents.

7. Department will issue a renewal of the foster care license within 30 calendar days of the receipt of a complete renewal application for a foster care license and following confirmation that Iturriaga meets all statutory and administrative rule requirements to continue to hold a foster care license.

Commented [DES2]: We issue the license from the last day of the prior license for a year. The licensing counselors do the visit before the expiration, do not need the 30 day language and he does not apply for renewal.

8. This renewal foster care license will be child specific and only for [REDACTED]; will be effective from October 1, 2016 through September 30, 2017.

9. Department will thereafter issue a provisional foster care license that will be child specific and only for [REDACTED] effective from October 1, 2017 through October 11, 2017.

Commented [DES3]: 2016 to 2017

10. [REDACTED] will thereafter not submit any further applications for a foster care license from the Department.

11. Within thirty (30) days of the issuance of the foster care license noted in paragraph 5 above, the Department, through its subcontracted provider, will issue [REDACTED] payment equal to the standard daily foster care board rate for [REDACTED] for the retroactive period of October 1, 2015 through August 31, 2015.

12. The Department, through its subcontracted provider, beginning September 1, 2016 will issue [REDACTED] payment equal to the standard daily foster care board rate for [REDACTED] as long as Iturriaga maintains an active license and [REDACTED] remains in the [REDACTED] home.

13. [REDACTED] understands that he must continue to meet all statutory and administrative rule requirements, as may be amended from time to time, to maintain a foster care license.

14. Should any abuse report investigation initiated at any time following the execution of this Settlement Agreement be verified against [REDACTED] or any household member, the Department will have the right to immediately take any action deemed in its sole discretion necessary up to and including revoking [REDACTED] foster care license. [REDACTED] waives any right to appeal any such action.

15. Should [REDACTED] fail to meet any statutory or administrative rule requirements, as may be amended from time to time, to maintain a foster care license following the issuance of any license issued herein, the Department will have the right to immediately take any action deemed in its sole discretion necessary up to and including revoking [REDACTED] foster care license. [REDACTED] waives any right to appeal any such action.

16. Venue for any action brought to interpret, challenge or enforce the terms of this Settlement Agreement shall lie solely in the County Court in Miami-Dade County, Florida.

17. Except as provided otherwise herein, each party shall bear its own costs and attorney's fees.
18. This Settlement Agreement shall become effective on the date upon which it is fully executed by all the Parties, as provided below.
19. [REDACTED] represents and warrants to the Department that it has not assigned or transferred, or caused to be assigned or transferred, to any person or entity, any claims intended to be released hereunder.
20. Except as provided herein, [REDACTED], his heirs, their survivors, legal representatives and assigns specifically agree to completely release and hold harmless the Department, its insurers, and its past, present and future officers, directors, attorneys, agents, servants, representatives, employees, predecessors and successors in interest, and assigns from any and all past, present and future claims, rights, damages, costs, losses of services, expenses, attorneys' fees and compensation of any nature whatsoever, whether based in common law, contract, statutory liability or any other theory of recovery, both under federal or state law which [REDACTED] may have or could have against the Department, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are in any way related to the underlying matter, regardless of whether raised in the above-styled case.
21. This Settlement Agreement is binding upon all Parties herein and those identified in the aforementioned paragraph of this Settlement Agreement.
22. The undersigned have read and understand this Settlement Agreement. [REDACTED] acknowledges he has the capacity to execute this Settlement Agreement and fully understands that counsel for the Department represents solely the Department and the Department's counsel has not provided legal advice to or influenced [REDACTED] in his decision to enter into this Settlement Agreement.
23. This Settlement Agreement contains the entire understandings and agreements of the Parties.
24. This Settlement Agreement supersedes any prior oral or written agreements between the Parties. This Settlement Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void. The Parties agree that this Settlement Agreement is not precedential in nature and may not be cited by either party in support of any legal position or theory other than to enforce its provisions in this specific instance.
25. All parties agree that a facsimile signature suffices for an original signature.
26. All terms and conditions of this Settlement Agreement are set forth in this document and no other material terms of settlement exist outside of this document.

DONE AND ENTERED INTO the day last signed below.

Bronwyn Stanford
Regional Managing Director
Florida Department of Children and Families
Southern Region

Dated

[Redacted Signature]

Dated

